

**Contract #:** 27409  
**Date:** 28 Apr 2017

**User:** gboenders  
**Status:** Firm

Janet Fraser  
Victoria All Fun Slo-Pitch  
10660 Blue Heron Road  
Victoria BC V8L 5S6

Business: (778)410-7228  
Home: (250)216-3871

The Board of Education of School District No. 61 (Greater Victoria), Rentals Department, 491 Cecelia Road, Victoria, B.C. V8T 4T4 hereby grants Victoria All Fun Slo-Pitch (hereinafter called the "Licensee") represented by Janet Fraser, permission to use the Facilities as outlined, subject to the Terms and Conditions of this Agreement contained herein and attached hereto all of which form part of this Agreement.

- i) Purpose of Use** Field - Slo pitch  
League Play (make-up for Cedar Hill)
- ii) Conditions of Use** Alcohol and the use of tobacco or smokeless tobacco products are not permitted in or on any School District property including private vehicles on school property.  
There are students with life-threatening allergies to peanuts in our schools. Please ensure that you clean surfaces used after eating.  
All clients must abide by the municipal or city by-laws as they pertain to parking.  
Garbage must be removed from the fields after each use.  
No vehicles are allowed on any fields.  
All portable soccer goals must be tethered at all times.  
**FAILURE TO ADHERE TO THESE REQUIREMENTS WILL BE GROUNDS TO INVALIDATE YOUR RENTAL PERMIT.**  
Labour charges may be invoiced after this event.
- iii) Date and Times of Use** # of Bookings: 2 Starting: Tue 06 Jun 17 06:00 PM Expected: 0  
Ending: Tue 06 Jun 17 08:00 PM

Facility/Equipment	Day	Start Date	Start Time	End Date	End Time	Fee	XFee	Tax	Total
Braefoot Elementary School - Ball Diamond (A) 2	Tue	06 Jun 2017	06:00 PM	06 Jun 2017	08:00 PM	\$62.50	\$0.00	\$3.13	\$65.63
Braefoot Elementary School - Ball Diamond (A)1	Tue	06 Jun 2017	06:00 PM	06 Jun 2017	08:00 PM	\$62.50	\$0.00	\$3.13	\$65.63

**iv) Additional Fees**

Extra Fee - Rental	Quantity	Charge	Tax	Total
Non-Refundable Administration Fee	1	\$18.75	\$0.94	\$19.69
				\$19.69

**v) Payment Method**

Rental Fees	Extra Fees	Tax	Rental Total	Damage Deposit	Total Applied	Balance	Current
\$125.00	\$18.75	\$7.20	\$150.95	\$0.00	\$150.95	\$0.00	\$0.00

Balance of rental due and payable immediately.

Payment Type	Reference	Amount	Date	Receipt Number
Mastercard	Rental	\$150.95	28 Apr 2017	11785

**vi) Other Information**

Prompt	Answer
Field Lining	No

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Terms and Conditions of Rental Agreement

- 1) Rental Applicants must represent properly constituted community groups or an individual capable of accepting responsibility for the conduct of participants and be financially responsible for damage, if any. The minimum age of applicants must be 19 years. The Board of Education of School District No. 61 (Greater Victoria), (School District) reserves the right to request proof of age prior to acceptance of the rental application, if necessary.
- 2) The Tenant agrees to limit the group or individuals to the activity or activities specified in the rental agreement, unless otherwise approved in writing by the School District. The Tenant agrees that sub-letting of the facilities is not permitted except where expressly permitted by the School District. The Tenant agrees that the times specified in this rental agreement will not be used for band practices and/or performances unless the rental agreement specifically authorizes these activities. The Tenant agrees that the premises are for the purpose indicated in this rental agreement and not for personal or private purpose or gain. The Tenant agrees that the holding of any games of chance, including lotteries, raffles and bingos will not be held on the premises unless proper permits are obtained from the appropriate authorities.
- 3) The Tenant agrees to comply with Municipal Fire Regulations and By-laws, including smoking, fire proof props, seating capacity and exit clearance
- 4) The Tenant agrees to indemnify and save harmless the School District from and against any and all claims by any person or persons arising out of any act or neglect of the Tenant, its agents or servants in respect of the demised premises, its use or the non repair thereof.
- 5) The Tenant agrees to maintain at its own expense public liability insurance coverage in the minimum amount of \$2,000,000.00 insuring against claims for personal injury, death or property damage occurring upon, in or about the demised premises, The Tenant agrees to provide the School District with a copy of the Certificate of Insurance upon execution of any Rental Agreement.
- 6) The Tenant agrees that there will be no alcoholic beverages brought on to or consumed on school premises without the written permission of the Superintendent of Schools or delegate for the School District. Special conditions for private functions such as dances will apply. The use of tobacco or smokeless tobacco products is not permitted in or on any School District property, including private vehicles on school property. There are students with life-threatening allergies to peanuts in our schools. Please ensure that you clean surfaces used after eating. Breach of this requirement will be grounds for the Board to cancel the group's access to District property. Profane or insulting languages is not permitted on school premises.
- 7) The Tenant agrees to provide adult supervision to confine participants and spectators to the areas indicated in this rental agreement. The Tenant agrees to provide adequate adult supervision to be responsible for the admission, actions and behavior of all participants and spectators. The School District reserves the right to evaluate the adequacy of the supervision. The School District reserves the right to establish minimum and/or maximum occupancy for the premises being rented.
- 8) The Tenant agrees to accept reasonable direction from the School Board employee(s) in charge of the premises being used.
- 9) The Tenant agrees:
  - a) that the games of lacrosse, softball, Grass hockey, golf or cricket will not be played in gymnasiums, and that the games of soccer, softball, baseball and football will only be practiced in gymnasiums;
  - b) that balls or other equipment used for these sports will not be permitted in the gymnasium. Nerf or felt covered soccer balls will be permitted for indoor soccer practices and completely plastic cosom sticks yellow or green plastic blades (no mylar), or dom elite plastic sticks or blades only are permitted for floor hockey in gymnasiums. The goalie must wear shin pads only made of foam; no plastic or leather, shoes must be white soled or non marking. Pucks must be lightweight indoor puck or whiffle ball only. Ball teams may exercise practice only. Dance slippers or trainers are permitted for danse practice, no resin is permitted.
  - c) that only nets will be provided by the School District and that all other equipment must be provided by the Tenant. Only equipment specified in the rental agreement will be provided by the School District.
  - d) No food or drink will be permitted in the gymnasiums.
- 10) The Tenant agrees
  - a) that the School District reserves the right to restrict the use of any field due to weather conditions, noise, watering, topdressing, repairs etc.
  - b) their responsibility for removal of any and all garbage incurred by their use of the fields.
  - c) that vehicles are **NOT** allowed on playfields at any time without prior written permission from the School District.
  - d) that the School District reserves the right to prohibit the use of loudspeakers for outside events.
  - e) that no group shall line or mark a field in any manner.
  - f) that the School District officials must approve in writing the installation of tents or other outdoor equipment.
  - g) that the School District Maintenance Grounds staff must do all field lining and marking.
  - h) that golf is not permitted on any school playing field.
- 11) The Tenant agrees that no connection to electrical panels will be made without prior written authorization form the School District.
- 12) The Tenant agrees that if professional musicians are used during the course of this rental agreement, the Tenant agrees to hold the School Board blameless in any action that may arise in connection with the collection of copyright royalties through the Copyright Act of Canada.

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- 13) The Tenant agrees that the School District is not responsible for any property left or lost on school premises.
- 14) The Tenant agrees that the School District's right to cancel or revoke this rental agreement at any time, with or without cause and no claim may be made against the School District for damages or reimbursement on account of any loss, damage or expense whatsoever.
- 15) Rental fees are subject to change pending the annual budget approved by the Board of Education of School District No. 61 (Greater Victoria).

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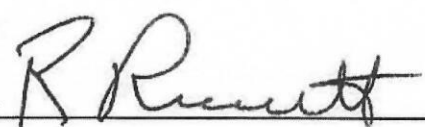
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The undersigned has read and on behalf of the Licensee agrees to be bound by this Permit/License and the Terms and Conditions contained herein and attached hereto, and hereby warrants and represents that he/she executes this Permit/License on behalf of the Licensee and has sufficient power, authority and capacity to bind the Licensee with his/her signature. If the undersigned cancels all or part of this Permit/License, the undersigned understands that he/she must notify the School Board in writing at least 3 business days prior to the events date to be eligible for a refund.

X: 

Janet Fraser

Date: Apr 29/2017

X: 

Richard Renault  
Supervisor of Rentals

BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 61  
(Greater Victoria)  
Rentals Department  
491 Cecelia Road  
Victoria, BC V8T 4T4  
Phone: 250-475-4174  
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